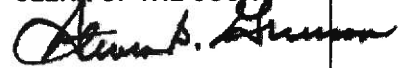


**Exhibit 1 –
First Amended Complaint**

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First Amended Complaint**

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Attorney for Plaintiff CHARLES TINDER

DISTRICT COURT
CLARK COUNTY, NEVADA

CHARLES TINDER,
Plaintiffs,

v.

GAUGHAN SOUTH LLC dba SOUTH
POINT HOTEL AND CASINO, a
corporation; GREG FISHER, an
individual; DOES 1 TO 10; ROE
CORPORATIONS 1 TO 10;

Defendants.

CASE NO: A-22-846314-C

DEPT. NO: 29

**FIRST AMENDED COMPLAINT;
DEMAND FOR JURY TRIAL**

ARBITRATION EXEMPTED

1 COMES NOW Plaintiff CHARLES TINDER (hereinafter "Plaintiff" or "TINDER")
2 complains as follows:

- 3 1. Plaintiff CHARLES TINDER was at all times relevant a resident of Clark County,
4 Nevada.
- 5 2. Defendant SOUTH POINT HOTEL AND CASINO (hereinafter "SOUTH POINT") is
6 an economic entity duly licensed to conduct, and was conducting at all pertinent
7 times, business in Clark County, Nevada.
- 8 3. Defendant GREG FISHER (hereinafter "FISHER"), an individual, is and/or was at
9 all times relevant herein, a resident of Clark County, Nevada.
- 10 4. The identities of DEFENDANTS, Does 1 through 10, are unknown at this time and
11 maybe individuals, partnerships, subsidiaries, units, parent corporations,
12 businesses, entities, companies, joint ventures, and/or corporations and maybe
13 alternate identities and/or masters, agents, servants, employees, employers,
14 predecessors-in-interest, successors-in-interest, or assigns of the named
15 DEFENDANTS herein. Plaintiff alleges that each of the DEFENDANTS
16 designated as the DEFENDANTS, DOES 1 through 10 and/or ROE
17 CORPORATION DEFENDANTS 1 through 10, and vice versa. Plaintiff requests
18 leave of Court to amend this complaint to name the DOE and ROE Corporation
19 Defendants when their identities become known.
- 20 5. This action is brought by the Plaintiff as a former employee of SOUTH POINT
21 and/or FISHER who was discriminated against based on gender and use of
22 approved leave of absence, and retaliated against in various unlawful forms for
23 engaging in protected activities.
- 24 6. On or about December 20, 2005, Defendant SOUTH POINT hired Plaintiff
25 TINDER as a Casino Floor Supervisor. Plaintiff was in the same position until his
26 termination on or about December 23, 2020.

- 1 7. In November 2020, Plaintiff requested leave under the Family Medical Leave Act
2 ("FMLA") to care for his newborn. SOUTH POINT and FISHER approved
3 Plaintiff's request for FMLA leave.
- 4 8. In December 2020, Plaintiff received a call from Human Resources ("HR") saying
5 that he was fired. He then spoke to Senior Manager FISHER about his
6 termination. FISHER stated that Plaintiff never relayed any information to SOUTH
7 POINT about his employment status. Plaintiff was terminated under the pretext of
8 being a "no call no show" while he was on approved FMLA leave.
- 9 9. Plaintiff's employment with SOUTH POINT and FISHER was due to his gender
10 and in retaliation for requesting and taking FMLA leave to care for his newborn as
11 there are different societal expectations of men with regards to taking leave to
12 care for a newborn.
- 13 10. Plaintiff filed timely charges of discrimination with the appropriate administrative
14 agencies, including the Nevada Equal Rights Commission ("NERC") and the U.S.
15 Equal Employment Opportunity Commission ("EEOC"). The EEOC (along with
16 NERC) has given these plaintiffs their right to sue letters, and therefore, Plaintiffs
17 have fulfilled all jurisdictional requirements for the filing of this suit under the
18 applicable statutes of Nevada and The United States of America.

19 **FIRST CLAIM FOR RELIEF**

20 **(Discrimination Pursuant to NRS 613.330 and 613.340)**

- 21 11. Plaintiff hereby repeats and re-alleges the allegations set forth above, inclusive,
22 as though fully set forth herein.
- 23 12. Nevada law prohibits employers to discriminate in pay and/or discharge an
24 employee due to a person's race, color, religion, sex, sexual orientation, gender
25 identity or expression, age, disability or national origin.
- 26 13. Defendants violated Nevada law when Defendants terminated the above-named
27 plaintiff after it became known that he had a newborn and took approved leave.
28

1 14. Due to the unlawful actions of the Defendants, Plaintiff was damaged in an
2 amount in excess of \$10,000.00.

3 15. Due to the unlawful actions of the Defendants, Plaintiff was required to retain the
4 services of an attorney.

5 **SECOND CLAIM FOR RELIEF**

6 **(Discrimination Pursuant to 42 USC 2000e-2a—Title VII)**

7 16. Plaintiff hereby repeats and re-alleges the allegations set forth above, inclusive,
8 as though fully set forth herein.

9 17. United States federal law states that it shall be an unlawful employment practice
10 for an employer “to fail or refuse to hire or to discharge any individual, or
11 otherwise to discriminate against any individual with respect to his compensation,
12 terms, conditions, or privileges of employment, because of such individual's race,
13 color, religion, sex, or national origin.”

14 18. Defendants violated Nevada law when Defendants terminated the above-named
15 plaintiff for being and male and after it became known that he took FMLA leave to
16 care for his newborn.

17 19. Due to the unlawful actions of the Defendants, Plaintiff was damaged in an
18 amount in excess of \$10,000.00.

19 20. Due to the unlawful actions of the Defendants, Plaintiff was required to retain the
20 services of an attorney.

21 **THIRD CLAIM FOR RELIEF**

22 **(Breach of the Implied Covenant of Good Faith & Fair Dealing)**

23 21. Plaintiff hereby repeats and re-alleges the allegations set forth above, inclusive,
24 as though fully set forth herein.

25 22. Every contract in Nevada contains an implied covenant of good faith and fair
26 dealing, including employment contracts.

27 23. Defendants breached the implied covenant of the good faith and fair dealing
28 attached to the plaintiff's contract by treating discriminating, harassing, differently

1 treating the plaintiff due to him being a male and taking leave to care for his
2 newborn.

3 24. Such breach of the implied covenant has damaged the plaintiffs in an amount
4 exceeding \$10,000.00.

5 25. Defendants actions has required the plaintiffs to seek the services of an attorney.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial by jury.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment as follows:

- 10 1. A sum in excess of \$10,000 for general, compensatory and special damages for
11 the plaintiff;
12 2. For legal pre—judgment interest at the interest rate allowable by law;
13 3. For punitive damages in excess of \$10,000;
14 4. For reasonable attorney fees and costs of suit; and
15 5. For any such further relief this court deems just and proper.

16
17 DATED: May 27, 2022

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19 By: 
20 Jonathan D. Roven
21 Attorney for Plaintiff
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